RECENT IMPORTANT DECISIONS

AGENCY—UNDISCLOSED PRINCIPAL—STATUTE OF FRAUDS—PAROL EVIDENCE RULE.—The plaintiff, who claimed to be the vendor, sued for the specific performance of a contract for the sale of land. The contract of memorandum did not contain plaintiff's signature nor in any way disclose his name, but was signed by persons alleged to be agents of the plaintiff *Held,* since the Statute of Frauds requires the names of the parties to appear on the contract or memorandum, and since the plaintiff on the face of the contract does not appear to be a party thereto, relief must be denied. *Moore v. Adams* (Ga., 1922), 113 S. E. 383.

In accord with the principal case are: *Chase v. Savage Silver Mining Co.,* 1-2 Nev. 533; *Newcomb v. Clark,* 1 Denio (N. Y.) 226; *Fenly v. Stewart,* 5 Sand. (N. Y.) 101. The overwhelming weight of authority, however, is the other way, to the effect that in simple contracts the agent may sign his own name, no principal's name or fact of agency appearing in the contract, and parol proof will be admitted to show agency so as to bind the principal or allow him to sue on the contract, and this, whether the contract is or is not required to be in writing. *White v. Dahlquist,* 179 Mass. 427; *Dykers v. Townsend,* 24 N. Y. 57; *Higgins v. Senior,* 8 M. & W. 834. See MECHEM ON AGENCY, §§ 1732, 1733, and cases there cited. The foregoing rule is inapplicable to instruments under seal, *Briggs v. Partridge,* 64 N. Y. 357, and to negotiable instruments, *Stackpole v. Arnold,* 11 Mass. 27; *Arnold v. Sprague,* 34 Vt. 402, 409. The elaborate *dictum* in *Higgins v. Senior, supra,* which shows the law in England, lays down the doctrine, impliedly denied in the principal case, and the courts in America with but few exceptions have followed it. The New York rule is now that of the majority, *Dykers v. Townsend, supra,* although some of the early cases, *Newcomb v. Clark* and *Fenly v. Stewart, supra,* went the other way. In the last mentioned case the general rule is attacked, and various decisions upon which the doctrine is supposed to rest are very closely and carefully examined, and it is denied that it is supported by them, while it is forcibly attacked on grounds of principle. The doctrine of *Higgins v. Senior, supra,* it is submitted, not only contradicts the written instrument, thus violating the parol evidence rule, but it also nullifies the Statute of Frauds. Under the rule in that case, a contract which says that A is the vendor is, by the admission of parol evidence, metamorphosed into one in which B is the vendor. If a party can be added by parol proof, why not add also to the amount of land sold or the price? And if one item may be added to or varied, why not add to or vary all the particulars of the contract? But whatever ground there may have been originally to question the legal soundness of the doctrine, it is now too firmly established in most jurisdictions to be overthrown.

BILLS AND NOTES—INDIFFERENCE OF PURCHASER AS TO RIGHTS OF MAKER. —The plaintiffs, transferees of a promissory note, alleged and offered evi-